

Panaji, 13th November, 2003 (Kartika 22, 1925)

SERIES II No. 33

OFFICIAL GAZETTE



GOVERNMENT OF GOA

GOVERNMENT OF GOA

Department of Co-operation

Office of the Registrar of Co-operative Societies

Notification

No. 5-941-2003/ARSZ/Transport

In exercise of the powers vested in me under Section 9 of the Maharashtra Co-operative Societies Act, 1960 as applied to the State of Goa, Shree Kuddeshwar Iron Ore Handling Co-op. Society Ltd., Kirlapale Dabal is registered under code symbol No. 9-GEN-(b)-2/South-Goa.

Sd/- (A. K. Kamat), Asst. Registrar of Co-operative Societies (South Zone).

Margao, 21st July, 2003.

Certificate of Registration

Shree Kuddeshwar Iron Ore Handling Co-op. Society Ltd., Kirlapale Dabal has been registered on 21-7-2003 and it bears registration code symbol No. 9-GEN-(b)-2/South-Goa and it is classified as a General Society under sub-classification No. 9(b) Commercial (Transport Society) in terms of Rule 9 of the Co-operative Societies Rules, 1962.

Sd/- (A. K. Kamat), Asst. Registrar of Co-operative Societies (South Zone).

Margao, 21st July, 2003.

Notification

5/933/2003/ARSZ/HSG

In exercise of the powers vested in me under Section 9 of the Maharashtra Co-operative Societies Act, 1960 as applied to the State of Goa, Ana's Prime Residency Co-op. Housing Society Ltd., Opp. Government Primary

School, Mangoor Hill, Vasco-da-Gama, Goa is registered under code symbol No. HSG-(b)-437/South-Goa/2003.

Sd/- (A. K. Kamat), Asst. Registrar of Co-operative Societies (South Zone).

Margao, 20th May, 2003.

Certificate of Registration

Ana's Prime Residency Co-op. Housing Society Ltd., Opp. Government Primary School, Mangoor Hill, Vasco-da-Gama, Goa has been registered on 20-5-2003 and it bears registration code symbol No. HSG-(b)-437/South-Goa/2003 and it is classified as "Housing Society" under sub-classification No. 5-(b)-Tenant Co-partnership Housing Society in terms of Rule 9 of the Co-operative Societies Rules, 1962 for the State of Goa.

Sd/- (A. K. Kamat), Asst. Registrar of Co-operative Societies (South Zone).

Margao, 20th May, 2003.

Notification

No. PRD-(c)/113/AR(Dairy)/Goa.

In exercise of the powers vested in me under subsection (1) of Section 9 of the Maharashtra Co-operative Societies Act, 1960 as applied to the State of Goa, Mercus Co-op. Milk Producers Society Ltd., Tiswadi-Goa is registered under code symbol No. PRD-(c)/113/AR(Dairy)/Goa.

D. M. Naik, Asst. Registrar of Co-operative Societies (Dairy).

Ponda, 30th July, 2003.

Certificate of Registration

Mercus Co-op. Milk Producers Society Ltd., Tiswadi-Goa has been registered on 30-7-2003 and it bears registration code symbol No. PRD-(c)/113/AR(Dairy)/Goa

and it is classified as Producers' Society, Agricultural Producers' Society under sub-classification No. 7(c) of sub-rule (1) of Rule 9 of the Co-operative Societies Rules, 1962.

D. M. Naik, Asst. Registrar of Co-operative Societies (Dairy).

Ponda, 30th July, 2003.

Notification

No. 5-940-2003/ARSZ/HSG

In exercise of the powers vested in me under Section 9 of the Maharashtra Co-operative Societies Act, 1960 as applied to the State of Goa, The Menka Co-op. Housing Society Ltd., Ambaji Fatorda, Margao-Goa is registered under code symbol No. HSG-(b)-443/South-Goa/03.

Sd/- (A. K. Kamat), Asst. Registrar of Co-operative Societies (South Zone).

Margao, 21st July, 2003.

Certificate of Registration

The Menka Co-op. Housing Society Ltd., Ambaji Fatorda, Margao-Goa, has been registered on 21-7-2003 and it bears registration code symbol No. HSG-(b)-443/South-Goa/03 and it is classified as "Housing Society" under sub-classification No. 5-(b)-Tenant Co-partnership Housing Society, in terms of Rule 9 of the Co-operative Societies Rules, 1962 for the State of Goa.

Sd/- (A. K. Kamat), Asst. Registrar of Co-operative Societies (South Zone).

Margao, 21st July, 2003.

Notification

No. 5-937-2003/ARSZ/HSG

In exercise of the powers vested in me under Section 9 of the Maharashtra Co-operative Societies Act, 1960 as applied to the State of Goa, Mark Heritage Co-op. Housing Society Ltd., Near Chowgule Service Station, Fatorda, Margao-Goa is registered under code symbol No. HSG-(b)-440/South-Goa/03.

Sd/- (A. K. Kamat), Asst. Registrar of Co-operative Societies (South Zone).

Margao, July, 2003.

Certificate of Registration

Mark Heritage Co-op. Housing Society Ltd., Near Chowgule Service Station, Fatorda, Margao-Goa has been registered on 25-7-2003 and it bears registration code symbol No. HSG-(b)-440/South-Goa/03 and it is classified as "Housing Society" under sub-classification No. 5-(b)-Tenant Co-partnership Housing Society in terms of Rule 9 of the Co-operative Societies Rules, 1962 for the State of Goa.

Sd/- (A. K. Kamat), Asst. Registrar of Co-operative Societies (South Zone).

Margao, 25th July, 2003.

Notification

No. 5-942-2003/ARSZ/HSG

In exercise of the powers vested in me under Section 9 of the Maharashtra Co-operative Societies Act, 1960 as applied to the State of Goa, Olijoan Henriques Apartments Co-op. Housing Society Ltd., Mangoor Hill, Vasco-da-Gama, Goa is registered under code symbol No. HSG-(b)-444/South-Goa/03.

Sd/- (A. K. Kamat), Asst. Registrar of Co-operative Societies (South Zone).

Margao, 24th July, 2003.

Certificate of Registration

Olijoan Henriques Apartments Co-op. Housing Society Ltd., Mangoor Hill, Vasco-da-Gama, Goa has been registered on 24-7-2003 and it bears registration code symbol No. HSG-(b)-444/South-Goa/03 and it is classified as "Housing Society" under sub-classification No. 5-(b)-Tenant Co-partnership Housing Society in terms of Rule 9 of the Co-operative Societies Rules, 1962 for the State of Goa.

Sd/- (A. K. Kamat), Asst. Registrar of Co-operative Societies (South Zone).

Margao, 24th July, 2003.

Order

No. ARCS/CZ/HSG/343/ADM/96

- Read:- 1) Letter dated 1-11-2001, from the Secretary, Penha de Franca Co-operative Housing Society Ltd.
- 2) Letter dated 6-03-2003 from the Secretary, Penha de Franca Co-operative Housing Society Ltd.

Vide the letter referred at Sr. No. 1, the Secretary of the Penha de Franca Co-operative Housing Society Ltd., has stated that the General Body of the society in its meeting held on 29-9-2001 has unanimously decided to request to the registering authority to cancel the registration of the society as the members do not want to continue with the society because the society is in stagnant position and not commenced its working.

Vide the letter referred at Sr. No. 2, the Secretary of the society has furnished a copy of Deed of partition executed by all the members and requested to cancel the registration of the society.

On going through the audit report of the society for the period from 2001-02, it is observed that, the Managing Committee has not convened a single meeting to discuss the day-to-day affairs of the society. From the balance sheet of the society as on 31-3-2002, it is noticed that the society has not made any income sources and formal expenditure is met from the amount of share capital and thus, it is in loss. This clearly indicates

that the management of the society has totally shown disregard to fulfil the objects for which the society was registered.

In view of the above, it is felt expedient to cancel the registration of the society. I, therefore pass the following Order.

ORDER

In exercise of the powers vested in me under the provisions of Section 21 of the Maharashtra Co-operative Societies Act, 1960 as made applicable to the State of Goa, I, D. B. Naik, Asstt. Registrar of Co-op. Societies, Central Zone, Panaji is satisfied that no useful purpose will be served by merely continuing the existence of Penha de Franca Co-op. Housing Society Ltd., Colvaddo-Corlim, Tiswadi, Goa, and hence hereby cancel its registration.

Sd/- (D. B. Naik), Asst. Registrar of Co-operative Societies (Central Zone).

Panaji, 17th July, 2003.

Order

No. 21/1/92/TS-Vol-III

Read:- 1) Letter dated 4-12-2002 from the Treasurer of CMM Group Employees Consumers Co-operative Society Ltd., Nirankal-Curti, Ponda-Goa.

2) Audit Report for the period from 1-4-93 to 31-3-2002.

Vide the letter referred to above, the Treasurer of the Society has submitted the copy of Notice, minutes and attendance sheet of the Special General Body Meeting held on 20-7-02 wherein the general body has with absolute majority resolved to request for cancellation of the registration of the society, since there is no more possibility of running the society.

Vide the Audit Report referred to Sr. No. 2 above it is observed that the society is stagnant and not functioning at all since the year 1997 onwards as the general shareholders do not want to continue with the Co-operative Society. Thus the Society is ceased to function. This clearly indicates that the management and general shareholders of the society shown totally disregard to continue with the society and to fulfil the objects for which the society was registered.

In view of the above, it is felt expedient to cancel the registration of the society.

I, therefore pass the following order.

ORDER

In exercise of the powers vested in me under the Provisions of Section 21 of the Act, 1960 as made applicable to the State of Goa, I, D. B. Naik, Asstt. Registrar of Co-operative Societies, Central Zone, Panaji is satisfied that no useful purpose will be served by

merely continuing the existence of CMM Group Employees Consumers Co-operative Society Ltd., Curti, Ponda-Goa and hence hereby cancel the registration.

Sd/- (D. B. Naik), Asst. Registrar of Co-operative Societies (Central Zone).

Panaji, 16th July, 2003.

Notification

No. ARCS/CZ/CONS-42/ADM/03

In exercise of the powers vested in me under Section 9(1) of the Maharashtra Co-operative Societies Act, 1960 as applied to the State of Goa, Kamakshi Consumers Co-operative Society Ltd., Barbhat-Shiroda, Ponda-Goa has been registered under code symbol No. ARCS/CZ/2-CONS/37/Goa.

Sd/- (D. B. Naik), Asst. Registrar of Co-operative Societies (Central Zone).

Panaji, 30th July, 2003.

Certificate of Registration

Kamakshi Consumers Co-operative Society Ltd., Barbhat-Shiroda, Ponda-Goa is registered on 30-7-2003 and it bears registration No. ARCS/CZ/2-CONS/37/Goa and it is classified as "Consumers Society" under classification No. 2 in terms of Rule 9(1) of the Co-operative Societies Rules, 1962 for the State of Goa.

Sd/- (D. B. Naik), Asst. Registrar of Co-operative Societies (Central Zone).

Panaji, 30th July, 2003.

Notification

No. ARCS/CZ/HSG/562/ADM/GOA

In exercise of the powers vested in me under Section 9(1) of the Maharashtra Co-operative Societies Act, 1960 as applied to the State of Goa, The Kurtarkar Nagari 41A & B Co-operative Housing Society Ltd., Shantinagar-Ponda, Goa has been registered under code symbol No. ARCS/CZ/HSG/524-(b)/Goa.

Sd/- (D. B. Naik), Asst. Registrar of Co-operative Societies (Central Zone).

Panaji, 25th July, 2003.

Certificate of Registration

The Kurtarkar Nagari 41A & B Co-operative Housing Society Ltd., Shantinagar-Ponda, Goa is registered on 25-7-2003 and it bears registration No. ARCS/CZ/HSG/524-(b)/Goa and it is classified as "Housing Society" under sub-classification No. 5(b) "Tenant Co-partnership Housing" in terms of Rule 9(1) of the Co-operative Societies Rules, 1962 for the State of Goa.

Sd/- (D. B. Naik), Asst. Registrar of Co-operative Societies (Central Zone).

Panaji, 25th July, 2003.

Notification

No. ARCS/CZ/HSG/542/ADM/Goa

In exercise of the powers vested in me under Section 9(1) of the Maharashtra Co-operative Societies Act, 1960 as applied to the State of Goa, Godwins Co-operative Housing Society Ltd., Cujira, St. Cruz, Tiswadi-Goa has been registered under code symbol No. ARCS/CZ/HSG/529-(b)/Goa.

Sd/- (D. B. Naik), Asst. Registrar of Co-operative Societies (Central Zone).

Panaji, 17th July, 2003.

Certificate of Registration

Godwins Co-operative Housing Society Ltd., Cujira, St. Cruz, Tiswadi-Goa is registered on 17-7-2003 and it bears registration No. ARCS/CZ/HSG/529-(b)/Goa and it is classified as "Housing Society" under sub-classification No. 5(b) "Tenant Co-partnership Housing" in terms of Rule 9(1) of the Co-operative Societies Rules, 1962 for the State of Goa.

Sd/- (D. B. Naik), Asst. Registrar of Co-operative Societies (Central Zone).

Panaji, 17th July, 2003.

Notification

No. ARCS/CZ/HSG/565/ADM/Goa

In exercise of the powers vested in me under Section 9(1) of the Maharashtra Co-operative Societies Act, 1960 as applied to the State of Goa, Kurtarkar Nagari plot No. 5 Co-operative Housing Society Ltd., Shanti Nagar, Ponda, Goa has been registered under code symbol No. ARCS/CZ/HSG/530-5(b)/Goa.

Sd/- (D. M. Naik), Asst. Registrar of Co-operative Societies (Central Zone).

Panaji, 11th July, 2003.

Certificate of Registration

Kurtarkar Nagari plot No. 5 Co-operative Housing Society Ltd., Shanti Nagar, Ponda, Goa is registered on 11-7-2003 and it bears registration No. ARCS/CZ/HSG/530-5(b)/Goa and it is classified as "Housing Society" under sub-classification No. 5(b) "Tenant Co-partnership Housing" in terms of Rule 9(1) of the Co-operative Societies Rules, 1962 for the State of Goa.

Sd/- (D. M. Naik), Asst. Registrar of Co-operative Societies (Central Zone).

Panaji, 11th July, 2003.

Notification

No. ARCS/CZ/HSG/518/ADM/Goa

In exercise of the powers vested in me under Section 9(1) of the Maharashtra Co-operative Societies Act, 1960

as applied to the State of Goa, Waheeda Co-operative Housing Society Ltd., Santa Cruz, Ilhas Goa has been registered under code symbol No. ARCS/CZ/HSG/528-(b)/Goa.

Sd/- (D. M. Naik), Asst. Registrar of Co-operative Societies (Central Zone).

Panaji, 11th July, 2003.

Certificate of Registration

Waheeda Co-operative Housing Society Ltd., Santa Cruz, Ilhas Goa is registered on 11-7-2003 and it bears registration No. ARCS/CZ/HSG/528-(b)/Goa and it is classified as "Housing Society" under sub-classification No. 5(b) "Tenant Co-partnership" in terms of Rule 9(1) of the Co-operative Societies Rules, 1962 for the State of Goa.

Sd/- (D. M. Naik), Asst. Registrar of Co-operative Societies (Central Zone).

Panaji, 11th July, 2003.

Notification

No. ARCS/CZ/HSG/563/ADM/Goa

In exercise of the powers vested in me under Section 9(1) of the Maharashtra Co-operative Societies Act, 1960 as applied to the State of Goa, Kurtarkar Commercial Arcade Co-operative Housing Society Ltd., Ponda-Goa has been registered under code symbol No. ARCS/CZ/HSG/531-(b)/Goa.

Sd/- (D. M. Naik), Asst. Registrar of Co-operative Societies (Central Zone).

Panaji, 11th July, 2003.

Certificate of Registration

The Kurtarkar Commercial Arcade Co-operative Housing Society Ltd., Ponda-Goa is registered on 11-7-2003 and it bears registration No. ARCS/CZ/HSG/531-(b)/Goa and it is classified as "Housing Society" under sub-classification No. 5(b) "Tenant Co-partnership Housing" in terms of Rule 9(1) of the Co-operative Societies Rules, 1962 for the State of Goa.

Sd/- (D. M. Naik), Asst. Registrar of Co-operative Societies (Central Zone).

Panaji, 11th July, 2003.

Department of Finance**Directorate of Accounts****Order**

No. DA/Admn/45-3/2003-04/TR-2302/80

On the recommendation of the Departmental Promotion Committee as conveyed by the Goa Public

Service Commission vide their letter No. COM/II/11/1(3)/98-2002 dated 23-7-2003, Government is pleased to promote the following Accountants of the Common Accounts Cadre to the post of Asstt. Accounts Officer (Group 'B' Gazetted post) in the pay scale of Rs. 5500-175-9000 on officiating basis with effect from the date of taking over the charge of the post.

1. Shri Shaba D. N. Dessai.
2. Shri Sakharam Chari.
3. Shri Joaquim L. Gonsalves.

Government is further pleased to order the posting of the following Asstt. Accounts Officers of Common Accounts Cadre as under:

Sr. No.	Name of the Officer	Posted on promotion/transfer
1.	Shri Shaba D. N. Dessai	Directorate of Accounts, Panaji vice Shri Madhusudan Naik promoted.
2.	Shri Sakharam Chari	Directorate of Technical Education, Porvorim vice Shri Premanand Naik, retired.
3.	Shri Joaquim L. Gonsalves	Directorate of Accounts, Panaji, vice Shri K. Veeraiah, retired.

All the newly promoted officers shall be on probation for a period of two years in the first instance. They should exercise an option for fixation of pay under F.R. 22(I)(a)(1) within one month from the date of promotion.

On joining their new assignments, the Officers shall send C.T.C./Joining Report to this Directorate.

By order and in the name of the Governor of Goa.

Norbert Moraes, Director of Accounts & Ex-officio Joint Secretary.

Panaji, 27th October, 2003.

◆◆◆
Department of Labour

Order

No. 28/36/2003-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Zuari Industries Ltd., Zuarinagar, Goa and its workmen employed through the Contractors and represented by Goa Trade and Commercial Workers' Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial

Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, at Panaji-Goa, constituted under section 7-A of the said Act.

SCHEDULE

- "(I) Whether the demand of the Goa Trade and Commercial Workers' Union on behalf of the workmen employed by the contractors specified in Annexure to this order, for extension of appropriate relief either by way of absorption or regularisation in service with consequential benefits on par with permanent and regular workmen of Zuari Industries Ltd., with effect from their original date of joining on the ground that contract between M/s. Zuari Industries Ltd., and their contractors listed in Annexure to this order is sham and bogus is legal and justified irrespective of their continuance in employment or not, on the date of this reference and pending award on this reference ?
- (II) If not, to what relief, if any, the workmen are entitled. ? "

ANNEXURE

List of the Contractors

1. M/s. New Era Handling Agency (NEHA).
2. M/s. Grewal Engineering Services.
3. M/s. R.M.P., Security Organization and Methods.
4. M/s. Mivir Constructions.
5. M/s. Raju Electricals.
6. M/s. G. M. Bhandare Transport.
7. M/s. Sebi Fernandes.
8. M/s. Soma Civil Construction.
9. M/s. Newkem Engineering Private Limited.
10. M/s. Gen Cargo Handling Agency.
11. M/s. Chemical Carriers.
12. M/s. Singh Transport Carriers.
13. M/s. S. Nicholas.
14. M/s. Sea Build Engineering.
15. M/s. Deepak G. Kharangate.
16. M/s. Avis Marine Services.

By order and in the name of the Governor of Goa.

V. R. Ghaisas, Under Secretary (Labour).

Panaji, 29th October, 2003.

Order

No. 28/7/2001-LAB

The following Award dated 9-5-2002 in reference No. IT/68/92 given by the Industrial Tribunal, Panaji-Goa, is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Angela Menezes, Joint Secretary (Labour).

Panaji, 4th June, 2002.

IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/68/92

Shri Joaquim D'Souza & 4 Others,
Dando, Goa Velha,
Ilhas-Goa.

... Workmen/Party I

V/s

M/s. Xaverian Press Training School,
Pilar,
Ilhas-Goa.

... Employer/Party II

Workman/Party I - Represented by Adv. Shri P. J. Kamat.

Employer/Party II - Represented by Adv. Shri G. K. Sardessai.

Panaji, dated: 30-4-2002.

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 21-10-1992, bearing No. 28/40/92-LAB referred the following dispute for adjudication by this Tribunal.

- (1) "Whether the action of the management of M/s. Xaverian Press Training School, Pilar, Ilhas-Goa, in terminating the services of the following workmen with effect from 11-12-89 is legal and justified ?

1. Joaquim D'Souza, Binder.
2. Zoidev Zambaulikar, Binder.
3. Lalita Naik, Hand Compositor & Binder.
4. Dominica Pinto, Computer Operator & Phototypesetter.
5. Mary Pinto, Binder.

- (2) If not, to what relief the workmen are entitled ?"

2. On receipt of the reference, a case was registered under No. IT/68/92 and registered A/D notice was issued to the parties. In pursuance to the said notice, only the workman Shri Joaquim D'Souza put in his appearance and filed the statement of claim at Exb. 5. The other workmen namely Zoidev Zambaulikar, Lalita Naik, Dominica Pinto and Mary Pinto, did not participate in the proceedings and consequently no statement of claim came to be filed on their behalf. The Employer/Party II (for short, "Employer") participated in the proceedings and was represented by Adv. G. K. Sardessai. The facts of the case as pleaded by the Workman/Party I-Shri Joaquim D'Souza (for short, "Workman") are that the employer is a News Paper Establishment carrying on the business of publication and has two divisions one meant for imparting training and the other is a Press

which publishes weekly in Konkani called "Vaureadeancho Ixtt" and a monthly known as "Call". That in addition to the above publication the employer also undertakes the work of printing from outside parties and also prints booklets and such other works. That the employer employed workers in various categories such as threadlemen, ballers, foreman, compositors, printers, binders, proof readers etc. That the employer's establishment is registered under the Factories Act and Working Journalists and other Newspaper Employees (Conditions of Service) and Misc. Provisions Act, 1955. That the workman had been working with the employer since June, 1955 and his last designation was binder and his last drawn wages were Rs. 1219.60 p. m. That as per the Bachawat Award the workman was entitled to receive about Rs. 1700/- p.m. as wages and in order not to give effect to the Bachawat Award the employer decided to get rid of all workmen under the pretext of closure of the press and accordingly terminated the services of the workman and all other 4 workmen whose names are mentioned in the order of reference. That the employer issued notice to the workman on 11-12-89 stating that the employer is unable to operate the establishment economically and viably and the machinery is become outdated and the cost of finished product has gone beyond proportion. The workman contended that the Press division of the employer has not been factually closed and it is working till date by employing new workers. The workman denied that there was closure and stated that the weekly newspaper Vaureadeancho Ixtt and the monthly known as "Call" are being published by the employer in the name of Xaverian Publication Society, Pilar, Goa. The workman stated that the action of the employer in terminating his services is malafided, unjustified and illegal and therefore he is entitled to reinstatement in service with full back wages as per the Bachawat Award.

3. The employer filed written statement at Exb. 6. The employer stated that it is not an industry and hence the reference does not survive. The employer stated that the reference proceeds on the assumption that the services of the employees are terminated by the employer though infact the establishment stands closed. The employer stated that in view of closure there is no industrial dispute which survives as closure is not the subject matter of industrial dispute. The employer stated that the closure is pursuant to the settlement between the union representing the workmen and the employer and since the settlement is not challenged, the Government could not make the reference. The employer stated that it undertook the work of printing essentially and only matters pertaining to imparting of religious instructions and since the main and substantial work executed by the employer was of religious literature the employer's establishment cannot be treated as industry as defined under the Industrial Disputes Act, 1947 and it is not a factory as defined under Factories Act, 1948. The employer stated that since working journalist act was not applicable to the employer the question of extending benefits to the workman under the Bachawat Award did

not arise. The employer stated that the closure was pursuant to the notice dated 11-12-89 duly displayed on the notice board of the employer's establishment and besides the displaying of the notice, the closure notice/individual letters were sent to all the employees informing them about the closure and also along with the said intimation their legal dues were tendered. The employer stated that the workman accepted his dues in full and final settlement and also accepted the factum of closure and therefore he is stopped from contending to the contrary. The employer stated that they were unable to operate the establishment economically and viably as the machinery had become outdated and the cost of production had gone beyond proportion and therefore by letter dated 11-12-89 all the workmen were informed the reasons for closure and that the closure shall be effective from 11-12-89. The employer stated that all the workmen accepted the factum of closure as well as the legal dues offered to them in full and final settlement of their dues and also the union namely the Newspaper Employees Union signed a settlement with the employer u/s 2(P) r/w Sec. 18 of the Industrial Disputes 1947 on 22-12-89. The employer denied that its Press Division is operating till date as alleged by the workman or that there is no closure. The employer denied that their action is malafided, unjustified and illegal as alleged by the workman or that there is no factual closure or that the workman is entitled to reinstatement in service with full back wages. The employer stated that the reference is liable to be rejected. The workman thereafter filed rejoinder at Exb. 7.

4. On the pleadings of the parties, following issues were framed.

1. Whether Party I/Workman prove that Party II/Establishment is not closed and the publication of the weekly newspaper 'Vaureadeancho Ixtt' and the weekly "Call" is being done in the name of "Xaverian Publication Society", Pilar Goa?
2. Whether Party I/Workman prove that the action of Party II in terminating the services of Party I/Workman w.e.f. 11-12-89 is not legal and justified?
- 2A. Whether the Party II proves that the reference is not maintainable because the issue of legality and justifiability of termination could not have been referred for adjudication?
- 2B. Whether the Party II proves that as closure is not the subject matter of the dispute, reference does not survive?
3. Whether Party II proves that Party II is not an Industry and hence the reference does not survive?
4. Whether Party II proves that the closure is pursuant to the settlement between the Union representing the workman and Party II and hence the Government could not have made the reference?
5. Whether Party II proves that all the workmen accepted their legal dues and also accepted the

factum of closure and hence no dispute could be raised by them?

6. Whether Party I/Workmen are entitled to any relief?
7. What Award?
5. My findings on the issues are as follows:

- Issue No. 1: Does not arise.
- Issue No. 2: Does not arise.
- Issue No. 2A: In the affirmative.
- Issue No. 2B: Does not arise.
- Issue No. 3: Does not arise.
- Issue No. 4: In the affirmative.
- Issue No. 5: In the affirmative.
- Issue No. 6: Does not arise.
- Issue No. 7: As per order below.

REASONS

6. Issue Nos. 2A, 4 and 5: All these issues are taken up together because they are inter-related. The termination of service of the workman is on account of the closure of the Press by the employer. The workman has raised the dispute that termination of his service is illegal on the ground that the employer terminated his services on the pretext of closure of the Press when infact according to the workman the Press was running and the employer employed new workers after termination of his service and that of the other workers. The contention of the employer is that the closure was effected pursuant to the settlement signed by the union with the management of the employer and therefore the Government could not have made the reference regarding the issue of legality and justifiability of the termination of service of the workmen. It is also the contention of the employer that all the workmen accepted their legal dues and also accepted the factum of closure and therefore no dispute could have been raised by them.

7. The workman as well as the employer have led evidence in the matter. The workman has examined himself and one witness Shri Romulo Nunes whereas the employer has examined one Shri Sebastiano Barreto, the Ex-Manager of the employer. The workman in his deposition has admitted that the workers of the employer had formed an union. However, his case is that the said union existed till two years prior to the termination of service of the workmen. He stated that the said union did not discuss anything with the management after the year 1987. In his cross examination he stated that the name of the union was Newspaper and Press Employees Union and that Shri N. J. Rebello was the President and he was the Jt. Secretary of the said union. He admitted that the said union had entered into many settlements with the employer. This shows that the said union was the recognised union in the establishment of the employer. In his cross examination he admitted that the settlement dated 22nd December, 1989 was signed between union and the management. The said settlement has been produced

by the employer at Exb. E-1. The workman identified the signature of Shri N. J. Rebello, the President of the Union on the said settlement. The above evidence in the cross examination of the workman disproves the contention of the workman that the said union existed till two years prior to the termination of service of the workmen or that the said union did not discuss with the management after the year 1987. The above evidence shows that the union existed at the time when the services of the workmen were terminated by the employer w.e.f. 11-12-1989 and the said union had held discussions with the management before signing the settlement dated 22nd December, 1989 as mentioned in the said settlement. Therefore there is no substance in the contention of the workman that the union existed till two years prior to the termination of his service or that there was no discussion by the union with the management after the year 1987.

8. As mentioned earlier the settlement dated 22nd December, 1989 has been produced at Exb. E-1. The signing of this settlement by the union with the employer has been admitted by the workman. The recital of the settlement states that the said settlement arrived at is a composite settlement in respect of all the disputes. In the recital of the said settlement it is stated that the employer by notice dated 11-12-89 closed all the operations at their establishment at Pilar. It is further stated that the union accepted the fact of closure and arrived at an understanding whereby all the workmen retrenched as a result of the closure accepted their legal dues in full and final settlement. Clause 4 of the said settlement states that the union accepts the closure effected vide notice dated 11-12-1989 and agrees not to raise any dispute about the same. The workman was the member of the said union as he himself has admitted in his cross examination that he was the joint secretary of the said union. The settlement dated 22nd December, 1989 was produced by the employer in the conciliation proceedings as can be seen from the records of the said proceedings. The said settlement was produced by the employer alongwith the written statement filed by them in the said proceedings and in the said written statement the employer had requested that the matter be closed as no industrial dispute survived in view of the said settlement. This being the case the workman was aware of the above settlement. However he did not challenge the validity of the said settlement in the conciliation proceedings. The conciliation proceedings do not show that the workman at any time during the pendency of the said proceedings objected to the said settlement on the ground that it was signed by the union without his written consent and that therefore it has no binding effect or that the workmen were not the members of the said union a year prior to the year 1989 and continued to be the non-members. The workman raised the above contentions for the first time in the rejoinder filed by him before this Tribunal. It is therefore obvious that the workman raised the above contentions with dishonest intention. Besides, though the workman raised the above contentions in respect of the settlement dated 22nd December, 1989 in the rejoinder, he did not

speak a word about the same in his evidence. The workman in his evidence did not challenge the validity of the settlement. Infact the workman in his rejoinder denied that any settlement dated 22-12-89 was signed by the union with the employer under Sec. 2(p) of the Industrial Disputes Act, 1947 though he was very well aware that such a settlement was signed as it was produced by the employer in the conciliation proceedings. However, in his cross examination he admitted the signing of the settlement dated 22-12-89. In the rejoinder the workman took the stand that the workers were not the members of the said union a year prior to 1989. But in his deposition he stated that the union was existing till two years prior to termination of his service. This clearly shows that the workman has contradicted himself. Even then, once the workman admitted that he and other workers were the members of Newspaper and Press Employees Union, the burden was on him to prove that he and the other workers ceased to be the members of the said union from a particular date. There is neither documentary evidence nor oral evidence from the workman to prove the above fact. The workman ought to have produced at least the copy of his letter whereby he resigned from the membership of the union or produced any other document to show that he ceased to be the member of the said union from the year 1987 or 1988. He has failed to produce any such document. Further, the workman has examined one witness by name Shri Romulo Nunes. He was also working with the employer. He did not say a single word regarding the workers ceasing to be the members of the union from the year 1987 or 1988 or from any other time. Infact he has not spoken a single word on the settlement dated 22nd December, 1989 signed by the union with the employer. There is no challenge to the said settlement through the said witness also. Another contradictory statement has been made by the workman in his rejoinder. At one stage he states that he and the other workers were not the members of the said union about a year prior to 1989. But at other stage he states that the settlement is not binding because his written consent was not obtained for signing the settlement. If according to the workman he had ceased to be the member of the union, where was the question of taking his written consent for signing the settlement? In the circumstances the only reasonable inference which can be drawn is that the statement made by the workman that he and the other workers had ceased to be the members of the union a year or two before the termination of their service is nothing but an after thought and it is made with a dishonest intention so as to come out of the said settlement.

9. The contention of Adv. Shri Kamat, representing the workman is that the recital of the settlement does not state that dispute was raised as regards closure and that therefore there could not be a settlement on that. His further contention is that the closure is on 11-12-89 whereas the settlement is dated 22-12-89 and that therefore the said settlement cannot be accepted. I do not find much substance in the above contentions of Adv. Shri Kamat. From the recital of the settlement it can

be seen that at the time when the settlement dated 22-12-89 was signed there were some industrial disputes between the union and the employer which were pending. During the pendency of these disputes the employer closed their establishment and in view of this closure the union and the management arrived at an understanding and decided to have a composite settlement and the acceptance of the closure was a part of the terms of the settlement. I do not find anything wrong in arriving at such a settlement. It is not necessary that the dispute of closure must have been raised first and then only a settlement could have been arrived at. The settlement dated 22-12-89 is arrived at in view of the closure of the establishment. The other contention of Adv. Shri Kamat is that the closure is with effect from 11-12-89 where as the settlement is dated 12-12-89. Admittedly the closure was effected by the employer with effect from 11-12-89. Nothing prevented the union to accept this closure from 11-12-89 by signing a settlement subsequently. In the settlement the union has accepted the closure from the date it was effected by the employer. Adv. Shri Kamat has not been able to subsequent his contention that such a settlement cannot be arrived at. Be that as it may be, the above contentions have been raised by Adv. Shri Kamat for the first time in the course of his arguments. The workman in his claim statement or rejoinder or in his evidence never challenged the settlement on the above grounds.

10. The workman in his rejoinder has challenged the settlement dated 22-12-89 on the ground that he had not authorised the union to sign the settlement and since his written consent was not obtained, the settlement is not binding on him. In fact the workman never stated in his evidence that he had not authorised the union to sign the settlement or that the settlement is not binding on him because his written consent was not taken. The workman also did not state that Shri N. J. Rebello, the President of the Union had no authority to sign the settlement on behalf of the union. In the case of *Herbertsons Ltd. V/s Their Workmen and others* reported in 1950-83 Vol. 13 SCLJ 203 the Supreme Court has held as follows:

"Where a recognised union negotiates with an employer the workers as individuals do not come into picture. It is not necessary that each individual worker should know the implication of the settlement since a recognised union, which is expected to protect the legitimate interests of labour, enters into a settlement in the best interests of labour. This would be a normal rule. We cannot altogether rule out exceptional cases where there may be allegation of malafides, fraud, or even corruption or other inducements. Nothing of that kind has been suggested against the President of the 3rd respondent in this case..."

The same principles are laid down by the Andhra Pradesh High Court in the case of *Eid Barry (India) Ltd., v/s Labour Court, Cuntur and others* reported in 1992

LIC 278. In this case the Andhra Pradesh High Court has held that in respect of the settlement which is arrived at otherwise than in the course of the conciliation proceedings, if it is between an employee and the employer it would be binding on that particular employee and the employer and if it is between a recognised union of the employees and the employer it will bind all the members of the union and the employer. The High Court has held that it would be binding on all the members of the union is a necessary corollary of collective bargaining in the absence of allegation of malafide or fraud and merely because an individual employee or some of the employees did not agree to the terms of the settlement entered into between a recognised union and the employer he/they cannot be permitted to contend that it is not binding on him/them.

11. In the present case the workman has admitted in his cross-examination that the union namely the Newspaper and Press Employees Union had signed settlements with the employer. There is no evidence to show that besides the said union there was any other union of the workers of the employer. Therefore the Newspaper and Press Employees Union was the recognised union in the establishment of the employer. The workman never pleaded that Shri N. J. Rebello, the President of the union, had no authority to sign the settlement on behalf of the union. The workman also did not plead corruption, malafides or fraud against the union or against its President. The workman also did not challenge the settlement on the ground that it is not fair and reasonable nor any evidence has been brought on record by the workman in this respect. Sec. 18 of the Industrial Disputes Act, 1947 deals with the binding effect of the settlements. In the case of *Barauni Refinery Pragatisheel Shramik Parishad v/s India Oil Corporation Ltd.*, reported in 1990 (61) FLR 203 the Supreme Court has held as follows:

"...It may be seen on a plain reading of sub-section 1 & 3 of Sec. 18 that the settlements are divided into two categories namely (i) arrived at outside the conciliation proceedings and (ii) arrived at in the course of the conciliation proceedings. A settlement which belongs to the 1st category has limited application that it merely binds the parties to the agreement but the settlement belonging to the 2nd category has extended application since it is binding on all the parties to the industrial disputes, to all others were summoned to appear in the conciliation proceedings and to all persons employed in the establishment or part of the establishment as the case may be to which the dispute related on the date of the dispute and to all others who joined the establishment thereafter. Therefore, a settlement arrived at in the course of the conciliation proceedings with a recognised majority union will be binding on all the workman of the establishment, even those who belong to the minority union who had objected to the same..."

The Andhra Pradesh High Court in the case *Eid Barry (India) Ltd., (supra)* has held that in respect of the settlement which is arrived otherwise than in the course of the conciliation proceedings, if it is between an employee and the employer it would be binding on that particular employee and the employer and if it is between a recognised union of the employees and the employer it will be binding on all the members of the union and the employer. It therefore follows that when a settlement is signed by the union with the management otherwise than in the conciliation proceedings, that is, which is a Sec. 2(p) settlement, the said settlement is binding on all the workmen who are the members of the said union. In the present case the settlement dated 22nd December, 1989 Exb. E-1 is a settlement under Sec. 2(p) of the Industrial Disputes Act, 1947, that is, it is a settlement signed otherwise than in the course of the conciliation proceedings. Therefore the said settlement is binding on all the workers who are the members of the said settlement. The workman Shri Joaquim D'Souza has admitted in his evidence that the workers of the employer were the members of Newspaper and Press Employees Union and that he was the Jt. Secretary of the said union. No evidence whatsoever has been produced by him to show that he and the other workers had ceased to be the members of the said union prior to the signing of the settlement dated 22nd December, 1989 or that the said union was not existing in the establishment of the employer prior to the signing of the said settlement. On the contrary in his cross examination he has admitted the signing of the settlement dated 22nd December, 1989 Exb. E-1. Therefore the workman and the other workers being the members of the said union, the said settlement is binding on them, and I hold so accordingly.

12. As mentioned earlier the settlement dated 22nd December, 1989 Exb. E-1 was produced by the employer in the conciliation proceedings. The workman as well as the other workers who are the parties to the present reference, namely Zoidev Zambaulikar, Lalita Naik, Dominica Pinto and Mary Pinto, never challenged the said settlement in the conciliation proceedings. In the recital of the settlement it is mentioned that the union accepted the fact of closure and that the retrenched workmen as a result of the closure accepted their legal dues in full and final settlement. Further in clause 4 of the said settlement it is mentioned that the union accepts the closure effected vide notice dated 11-12-1989 and agrees not to raise any dispute about the same. Adv. Shri P. J. Kamat, representing the workman, has raised the contention that there is no evidence from the employer that the settlement was registered in the office of the Labour Commissioner. His contention is that there is violation of Rule 58(4) of the Industrial Disputes (Central) Rules, 1957 on the part of the employer. There is no substance in the above contentions of Adv. Shri Kamat. Rule 58(4) of the Central Rules requires only the sending of the copy of the settlement to the appropriate authority. As per clause 5 of the said settlement the parties had agreed to file the settlement before the appropriate authority for its registration. The

employer has produced the copy of the letter dated 22nd December, 1989 at Exb. E-5 addressed to the Labour Commissioner, Government of Goa, Panaji, wherein was enclosed the copy of the said settlement dated 22nd December, 1989 and he was requested to register the same. There is an endorsement on the copy of the said letter which shows that the said letter alongwith the copy of the settlement was received by the office of the Labour Commissioner on 22-12-89. Therefore there is compliance of Rule 58(4) on the part of the employer and the union.

13. The employer has taken the defence that the reference is not maintainable because the Government could not have referred the issue of legality and justifiability of termination for adjudication of this Tribunal. Adv. Shri Sardesai, representing the employer has submitted that it is the case of the workman that his services were terminated by the employer under the pretext of closure of the Press as can be seen from para. 10 of the claim statement. He submitted that from the conciliation report also it can be seen that the matter before the conciliation officer was the closure of the establishment. He submitted that in the present case factum of closure is not incidental to the main issue but it is the main or the basic issue and hence at the most the reference ought to have been whether the establishment is closed in law and fact and if not to what relief the workmen are entitled to ?

14. The dispute which had been raised by the workman in the present case is regarding termination of their service by the employer with effect from 11-12-1989. The conciliation files were called from the Office of the Labour Commissioner, Panaji. The records of the conciliation proceedings show that the workmen had raised the dispute as regards termination of their service by the employer from 11-12-1989. The contention of the workmen was that though the employer had given the reason of closure for termination of their service, infact there was no closure and the Press was running. It is on this account the contention of the workmen is that the action of the employer in terminating their services is illegal and unjustified. Thus the workmen have sought to challenge the termination of their service on the ground that there is no closure of the Press. Except for the workman Shri Joaquim D'Souza, the other workers in the present reference have not participated in the proceedings. There is neither claim statement from them nor there is any evidence on their behalf. While deciding issue Nos. 4 and 5 I have held that the settlement dated 22nd December, 1989 Exb. E-1 signed by the union namely the Newspaper & Press Employees Union with the employer is binding on all the workmen who are the members of the said union. It has been held by me that at the time when the settlement was signed the workmen in the present reference were the members of the said union and hence the said settlement is also binding on them. It has been further held by me that in the said settlement the union accepted the closure and the payment of the legal dues of the retrenched workers as a result of the closure and also that the union had

agreed not to raise any dispute about the closure. It is an admitted fact that the employer terminated the services of the workmen w.e.f. 11-12-1989 on the ground of the closure of the establishment. Therefore termination of service of the workmen was as a result of the closure. The employer has produced the receipts dated 11th December, 1989 and 12th December, 1989 at Exb. E-2 colly. The said receipt are admitted by the workman and he has admitted his signature on the said receipts. These receipt of the workman Shri Joaquim D'Souza and the receipt of the other workers in the present reference were produced by the employer in the conciliation proceedings. The workmen did not dispute the said receipts nor they challenged the said receipts on any ground. The workman Mr. D'Souza though for the first time before this Tribunal in his rejoinder stated that he was forced to sign the statement of full and final settlement (Exb. E-2 colly), he did not speak a word about the same in his evidence. There is no evidence from the workman to prove that the receipts Exb. E-2 colly (statement of full and final account) were obtained from him by force. In the receipt dated 12-12-1989 (Exb. E-2 colly) the workman Shri Joaquim D'Souza has clearly stated that he is accepting the closure and that he does not have any dispute whatsoever and he has further stated that he is making the said statement voluntarily. Similar statements are made by the other workers in the receipts signed by them which are produced by the employer in the conciliation proceedings. Adv. Shri P. J. Kamat, representing the workman has relied upon the judgment of the Bombay High Court in the case of Krishna Parshuram Talashilkar v/s Krishnarao Dodhunadh Khare reported in 1987 II CLR 372, in support of his contention that though the workman had accepted his legal dues it did not prevent him from raising the dispute. I have gone through the said judgment of the Bombay High Court and I am of the view that the said judgment cannot be applied to the present case. It is true that in the above case the Bombay High Court has held that acceptance of legal dues and terminal benefits cannot be a bar for a workman to raise a demand for his reinstatement with continuity in service and back wages if he is able to prove that his services were illegally terminated. In the present case it is not just a case of acceptance of legal dues and other terminal benefit. In this case besides accepting the legal dues the workman has made a statement that he is accepting the closure and he does not have any dispute whatsoever. He has further stated that he has made the said statements voluntarily. The termination of service of the workman is on account of the closure and therefore once the closure was accepted by the workman, his termination was legal and justified and he was barred from raising the dispute that termination of his service is illegal and unjustified on the ground that there is no closure. Therefore in view of the receipt dated 12-12-1989 Exb. E-2 colly signed by the workman and the settlement dated 22nd December, 1989 wherein closure as well as payment of legal dues of the retrenched workers was accepted and further that the union had agreed not to raise any dispute about

the same, the Government could not have made the present reference of the dispute regarding termination of service of the workman as the termination was on account of the closure of the establishment of the employer from 11-12-1989, nor the workman could raise the dispute about non payment of their legal dues and of the factum of closure as the said settlement is binding on the workmen who are the parties to the present reference. In the light of what is discussed above, I hold that the reference made by the Government is not maintainable and hence the same is liable to be rejected. In the circumstances, I answer the issue Nos. 2A, 4 and 5 in the affirmative.

15. Issue Nos. 1, 2, 2B, 3 and 6: While deciding the issue Nos. 2A, 4, and 5 it has been held by me that the Government could not have made the reference of the present dispute and hence the present reference is not maintainable and is liable to be rejected. Once the reference is held to be not maintainable, the question of deciding the issues whether the establishment of the employer is closed or not, or whether the employer is an industry or not, or whether the reference survives or not because closure is not the subject matter of the dispute or whether the action of the employer in terminating the services of the workmen w.e.f. 11-12-89 is legal or not whether the workmen are entitled to any relief or not, do not arise. I, therefore answer the issue Nos. 1, 2, 2B, 3 and 6 accordingly.

In the circumstances, I pass the following order.

ORDER

It is hereby held that the reference made by the Government is not maintainable and hence the same is rejected.

No order as to cost. Inform the Government accordingly.

Sd/-
(Ajit J. Agni),
Presiding Officer,
Industrial Tribunal.

Order

No. 28/7/2001-LAB

The following Award dated 9-5-2002 in reference No. IT/22/2002 given by the Industrial Tribunal, Panaji-Goa, is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Angela Menezes, Joint Secretary (Labour).

Panaji, 5th June, 2002.

IN THE INDUSTRIAL TRIBUNAL

GOVERNMENT OF GOA

AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/22/2002

Shri Madhu R. Naik & 5 Others,
H. No. 44/A, Deubhat,
Neura O Pequeno,
Ilhas-Goa.

... Workman/Party I

V/s

M/s. Polyset Plastics Ltd.,
121, Verna Electronic City,
Verna-Goa.

... Employer/Party II

Workman/Party I - Present in person.

Employer/Party II - Represented by Adv. Shri P. J. Kamat.

Panaji, dated: 29-4-2002

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 7-3-2002, bearing No. 28/11/2002-LAB referred the following dispute for adjudication of this Tribunal.

"Whether the action of the management of M/s. Polyset Plastics Ltd., Verna Industrial Estate, Verna-Goa, in terminating the services of the following workpersons with effect from 1-9-01 is legal and justified ?

- (1) Shri Madhu R. Naik, Despatch Assistant.
- (2) Shri Yadav G. Naik, Despatch Assistant.
- (3) Shri Mariano Xavier, Production Assistant.
- (4) Shri Valencio D'Souza, Tool Room Engineer .
- (5) Shri Dinanath Pednekar, Despatch Assistant.
- (6) Smt. Sweta Joshi, Chemist.

If not, to what relief the above referred workpersons are entitled ?"

2. On receipt of the reference a case was registered under No. IT/22/2002 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Workmen-Party I (for short, "Workmen") appeared in person and Shri Ramesh Bhat, the Accounts Officer of the Employer-Party II (for short, "Employer") appeared on behalf of the employer on 18-4-02 at 10.30 a.m. Both the parties submitted that the dispute between them is amicably settled and they filed the terms of settlement dated 18-4-2002 at Exb. 3. The parties prayed that consent award be passed in terms of the said settlement. I have gone through the terms of the said settlement filed at

Exb. 3 which are duly signed by the parties. I am satisfied that the terms of the settlement are certainly in the interest of the workmen. I therefore accept the submissions made by the parties and pass the consent award in terms of the settlement dated 18-4-2002 Exb. 3.

ORDER

1. It is agreed by and between the parties on account of the closure of the factory, the Workmen/Party I shall not press for their demand for reinstatement in service.
2. It is agreed between the parties that the Management shall pay the following amounts to the Workmen/Party I in full and final settlement of all their legal dues.

(a) Shri Valencio D'Souza,	Rs. 32,454/-
(b) Shri Madhu R. Naik,	Rs. 21,276/-
(c) Shri Yadav G. Naik,	Rs. 23,695/-
(d) Shri Dinanath Pednekar,	Rs. 3,942/-
(e) Shri Mariano Xavier,	Rs. 4,238/-
(f) Smt. Sweta Joshi,	Rs. 13,770/-
3. It is agreed between the parties that on payment of the abovesaid amount, the Workmen/Party I shall have no claim of whatsoever nature including reinstatement against the Company.

No order as to costs. Inform the Government accordingly.

Sd/-
(Ajit J. Agni),
Presiding Officer,
Industrial Tribunal.

Order

No. 28/7/2001-LAB

The following Award dated 9-5-2002 in reference No. IT/62/2001 given by the Industrial Tribunal, Panaji-Goa, is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Angela Menezes, Joint Secretary (Labour).

Panaji, 5th June, 2002.

IN THE INDUSTRIAL TRIBUNAL

GOVERNMENT OF GOA

AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/62/2001

Rajesh B. Naik,
Rep. by General Employees Union,
P. O. Box No. 90,
Vasco-da-Gama, Goa.

... Workman/Party I

V/s

M/s. Kodak India Ltd.,
L-16, Industrial Estate,
Verna-Goa.

... Employer/Party II

Workman/Party I - Absent.

Employer/Party II - Represented by Adv. Shri S. K. Mandrekar.

Panaji, dated: 29-4-2002

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 13-12-2001, bearing No. 28/19/2001-LAB referred the following dispute for adjudication of this Tribunal.

(1) "Whether the action of the management of M/s. Kodak India Ltd., Verna, in terminating the services of Shri Rajesh B. Naik, operator, with effect from 26-4-2001 is legal and justified ?

(2) If not, to what relief the workman is entitled ?"

2. On receipt of the reference a case was registered under No. IT/62/2001 and registered A/D notice was issued to the parties. Though the A/D card in respect of the notice issued to the Workmen-Party I (for short, "Workmen") was not received by the office of this Tribunal, Adv. Shri Pereira appeared on behalf of the workman on 17-1-2002 and Adv. Shri S. K. Mandrekar appeared on behalf of the Employer-Party II (for short, "Employer"). The case was fixed for filing of the claim statement by the workman on 7-2-2002 at 10.30 a. m. On this date the workman remained present in person and prayed for time. Accordingly at this request the case was fixed on 25-2-2002 at 10.30 a. m. for filing of the claim statement by the workman. On this date, none appeared on behalf of the workman and therefore the case was adjourned to 11-3-2002 at 10.30 a. m. On this date also none appeared on behalf of the workman and since the A/D card in respect of the notice earlier issued to the workman was not received, it was ordered that a fresh registered A/D notice be issued and the case was adjourned to 8-4-2002 at 10.30 a. m. for filing of the claim statement by the workman. Accordingly a fresh registered A/D notice was issued to the workman on 10th March, 2002 and the A/D card was received which showed that the said notice was duly received. On 8-4-2002 none appeared on behalf of the workman and therefore one more opportunity was given to the workman to appear on 23-4-2002 at 10.30 a. m. to file his

claim statement. However, on this date also, none appeared on behalf of the workman and therefore no claim statement came to be filed on behalf of the workman. Adv. Shri Mandrekar, representing the employer submitted that since the workman has not filed any claim statement, the employer also does not wish to file any claim statement/written statement as the burden was on the workman to prove that termination of his services by the employer was illegal and unjustified. He prayed that award be passed holding that the termination of service of the workman w.e.f. 26-4-2001 is legal and justified. The reference of the dispute was made by the Government at the instance of the workman since he challenged the action of the employer of terminating his service w.e.f. 26-4-2001. It is the workman who had raised the industrial dispute by contending that termination of his service is illegal and unjustified. The Bombay High Court, Panaji Bench, in the case of V.N.S. Engg. Services v/s Industrial Tribunal, Goa, Daman and Diu and another, reported in FJR Vol. 71 at page 393 has held that the obligation to lead the evidence to establish an allegation made by a party is on the party making an allegation, the test being that he who does not lead evidence must fail. The Bombay High Court has further held that the provision of Rule 10-B of the Industrial Disputes Act which requires the party raising a dispute to file a statement of demands relating to the issues in the order of reference for adjudication within 15 days from the receipt of the order of reference and forward copies to the opposite party involved, clearly indicates that the party who raises the industrial dispute is bound to prove contention raised by him and Industrial Tribunal or Labour Court would be erring in placing the burden of proof on the other party to the dispute. In another case i.e. in the case of V. K. Raj Industries v/s Labour Court (I) and others reported in 1981 (29) FLR 194, the Allahabad High Court has held that the proceedings before the Industrial Court are judicial in nature even though the Indian Evidence Act is not applicable to the proceedings before the Industrial Court, but the principles underlying the said Act are applicable. The High Court has further held that it is well settled that if a party challenges the validity of an order, the burden lies on him to prove the illegality of the order and if no evidence is produced the party invoking the jurisdiction must fail. The High Court has also held that if the workman fails to appear or to file written statement or produce evidence, the dispute referred by the Government cannot be answered in favour of the workman and he will not be entitled to any relief.

4. In the present case the dispute was raised by the workman as regards termination of his service by the employer which according to him is illegal and unjustified and since it was at his instance that the reference of the dispute was made by the Government, the burden was on the workman to prove that the action of the employer in terminating his services is illegal and unjustified. The workman was given sufficient opportunity to appear before this Tribunal and file his statement of claim but the workman did not appear and

consequently no statement of claim was filed on his behalf. There is no material before me to hold that the action of the employer in terminating the services of the workman w.e.f. 26-4-2001 is not legal and justified. The reference has to be answered against the workman holding his termination from service as legal and justified.

In the circumstances, I pass the following order.

ORDER

It is hereby held that the action of the management of M/s. Kodak India Ltd., Verna, in terminating the services of the workman Shri Rajesh B. Naik, Operator, with effect from 26-4-2001 is legal and justified. It is further held that the workman Shri Rajesh B. Naik, is not entitled to any relief.

No order as to costs. Inform the Government accordingly.

Sd/-

(Ajit J. Agni),
Presiding Officer,
Industrial Tribunal.

Order

No. 28/7/2001-LAB

The following Award dated 3-6-2002 in reference No. IT/18/2002 given by the Industrial Tribunal, Panaji-Goa is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Angela Menezes, Joint Secretary (Labour).

Panaji, 10th June, 2002.

IN THE INDUSTRIAL TRIBUNAL GOVERNMENT OF GOA AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. Case No. IT/18/2002

Shri Jetty Patgar,
C/o. S. Gonsalves,
411, Panzorconi,
Cuncolim-Goa.

... Workman/Party I

V/s

M/s. S. K. Ice Plant,
Panzorconi,
Cuncolim-Goa.

... Employer/Party II

Workman/Party I - Absent.

Employer/Party II - Absent.

Panaji, dated: 24-5-2002.

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 4-3-2002 bearing No. 28/1/2002-LAB referred the following dispute for adjudication by this Tribunal.

1. "Whether the action of the management of M/s. S.K. Ice Plant, Cuncolim-Goa, in terminating the services of Shri Jetty Patgar, Helper, with effect from 3-08-2001 is legal and justified ?

2. If not, to what relief the workman is entitled ?"

2. On receipt of the reference the case was registered under No. IT/18/2002 and registered A/D notice was issued to the parties. The Workman/Party-I (for short, "Workman") and the Employer/Party-II (for short, "Employer") received the registered A/D notice sent to them requiring them to appear before this Tribunal on 9-4-2002 at 10.30 a. m. In spite of the receipt of the said notice the workman as well as the employer did not appear on 9-4-2002 at 10.30 a. m. and therefore one more opportunity was given to the parties to appear before this Tribunal on 26-4-2002 at 10.30 a. m. However on this date also the workman as well as the employer remained absent and consequently no statement of claim on behalf of the workman as well as the employer came to be filed.

3. The reference of the dispute was made by the Government at the request of the workman as he challenged the action of the employer of terminating his services w.e.f. 3-8-2001. It is a settled law that the party who challenges the legality of the order or the action of the employer, the burden lies on that party to prove illegality of the said order or the action taken by the employer. The Allahabad High Court in the case of V. K. Raj Industries V/s Labour Court and others reported in 1981 (29) FLR 194 has held that the proceedings before the Industrial Court are judicial in nature even though the Indian Evidence Act is not applicable to the proceedings before the Industrial Court but the principles underlying the said Act are applicable. The High Court has held that it is well settled law that if the party challenges the validity of an order the burden lies upon him to prove the illegality of the order and if no evidence is produced the party invoking the jurisdiction must fail. The High Court has further held that if the workman fails to appear or to file the written statement or to produce the evidence the dispute referred by the Government cannot be answered in favour of the workman and he would not be entitled to any relief. The Bombay High Court, Panaji Bench in the case of V. N. S. Engineering Services V/s Industrial Tribunal Government of Goa, Daman and Diu and another reported in FJR Vol. 71 page 393 has held that the obligation to lead evidence to establish an allegation is on the party making the allegation, the test being that he who does not lead the evidence must fail. The Bombay High Court

has further held that the provisions of Rule 10-B of the Industrial Disputes (Central) Rules, 1957 clearly indicates that the party who raises an industrial dispute is bound to prove the contentions raised by him and the Industrial Tribunal or the Labour Court would be erring in placing the burden of proof on the other party to the dispute.

4. In the present case the dispute was raised by the workman that his services were illegally terminated and the Government made the reference of the dispute at his instance. Therefore, applying the law laid down by the Bombay High Court and the Allahabad High Court in the above referred cases, the burden of proof was on the workman to prove that the action of the employer in terminating his services from 3-8-2001 is illegal and unjustified. However in spite of the opportunities given the workman did not appear and consequently no statement of claim was filed on his behalf. From the conduct of the workman it is clear that he is not interested in pursuing further with the matter. Therefore there is no material before me to hold that the action of the employer in terminating the services of the workman is not legal and justified. In the absence of any evidence the reference cannot be answered in favour of the workman. In the circumstances I hold that the workman has failed to prove that the action of the employer in terminating his services w.e.f. 3-8-2001 is illegal and unjustified. In the facts and circumstances of the case stated above, I hold that the action of the employer in terminating the services of the workman w.e.f. 3-8-2001 is legal and justified.

Hence I pass the following order.

ORDER

It is hereby held that the action of the management of M/s. S. K. Ice Plant, Cuncolim-Goa in terminating the services of Shri Jetty Patgar, Helper w.e.f. 3-8-2001 is legal and justified. It is hereby further held that the workman is not entitled to any relief.

No order as to costs. Inform the Government accordingly.

Sd/-
(Ajit J. Agni),
Presiding Officer,
Industrial Tribunal.

Department of Law & Judiciary

Law (Establishment) Division

Order

No. 5/37/91-LD (Estt)

- Read:- 1) Order No. 5/13/93-LD (Estt) dated 3-10-2001.
2) Order No. 5/37/91-LD (Estt) dated 25-3-2002.
3) Order No. 5/37/91-LD (Estt) dated 24-9-2002.
4) Order No. 5/37/91-LD (Estt) dated 28-3-2003.

Government is pleased to continue the ad hoc appointment of Shri P. V. S. Sardesai, District Registrar, Goa-cum-Head of Registers and Notary Services, Panaji in the pay scale of Rs. 6500-200-10500 in the Registration Department at Panaji for a further period of three months from 1-10-2003 to 31-12-2003 or till the post is filled on regular basis whichever is earlier.

By order and in the name of the Governor of Goa.

Mario da Silva, Under Secretary (Law).

Panaji, 15th October, 2003.

Order

No. 5/40/99/LD(3)

- Read:- 1) Original Certificate of Practice dated 10-08-1999.
2) Notification No. 5-40-99/LD(3) dated 12-08-1999.

In partial modification of Certificate of Practice and Notification cited above, issued under the provisions of the Notaries Act, 1952 (Central Act 53 of 1952) and the Notaries Rules, 1956 made thereunder, Government is pleased to extend the Jurisdiction of Practice of Shri Shivprasad V. Manerkar as Notary to the entire State of Goa.

By order and in the name of the Governor of Goa.

Mario da Silva, Under Secretary (Law).

Panaji, 30th October, 2003.

Corrigendum

No. 3-26-84/LD

Read:- Notification No. 3-26-84/LD dated 2-6-1987.

In the Schedule to the above cited Notification, the following Officer shall be read in lieu of "Joint Director of Industries and Mines" against entry 14(i).

"General Manager (DIC)".

By order and in the name of the Governor of Goa.

Mario da Silva, Under Secretary (Law).

Panaji, 21st October, 2003.

Department of Panchayat Raj and
Community Development

Directorate of Panchayats

Notification

No. 19/32/DP/PAN/Sarp-Dy-Sarp/98/VP-II/3402

In pursuance of sub-section (1) of section 46 of the Goa Panchayat Raj Act, 1994 (Goa Act 14 of 1994) it is hereby notified for the information of the public that the member mentioned in Column No. 3 of the schedule hereinbelow has been elected as Sarpanch to the

Panchayat mentioned in the corresponding entry No. 2 of the said schedule in the meeting held on 20-10-2003.

SCHEDULE

Sr. No.	Name of the Village Panchayat	Name & Address of the Sarpanch
1	2	3
1.	Village Panchayat Chodan Madel Tiswadi Block.	Shri Sanjay Vithal Kandolkar H. No. 88, Pandavwada, Chodan Tiswadi-Goa.

P. M. Borkar, Director of Panchayats.

Panaji, 28th October, 2003.

Department of Revenue

Notification

No. 22/21/2002-RD

Whereas by Government Notification No. 22/21/2002-RD dated 24-6-2003 published on pages 306 to 307 of Series II, No. 14 of the Official Gazette, dated 4-7-2002 and in two local newspapers (1) Gomantak Times dated 4-7-2002 (2) Pudhari dated 08-7-2002 it was notified under section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification (hereinafter referred to as the said land), was needed for the public purpose viz. Land Acquisition for construction of new B. G. line between Roha & Mangalore in Galgibag-Poinguinim Village of Canacona Taluka.

And whereas, the Government of Goa (hereinafter referred to as "the Government") being of the opinion that the acquisition of the said land is urgently necessary, hereby applies the provisions of sub-section (1) and sub-section (4) of section 17 of the said Act and directs that the Collector appointed under paragraph 2 below, shall, at any time, on the expiry of fifteen days from the date of the publication of the notice relating to the said land under sub-section (1) of section 9 of the said Act, take possession of the said land.

Now, therefore, the Government hereby declares, under the previous section 6 of the said Act, that the said land is required for the public purpose specified above.

2. The Government also hereby appoints, under clause (c) of section 3 of the said Act, the Special Land Acquisition Officer, (KRC), Margao to perform the functions of the Collector for all proceedings hereinafter to be taken in respect of the said land, and directs him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the Special Land Acquisition Officer, (KRC), Margao till the award is made under section 11.

SCHEDULE

(Under Section 6)

(Description of the said land)

Taluka: Canacona		Village/City: Poinguinim	
Sr. No.	Survey No./ Sub. Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3	4
1	171 4 part	O: Padmavati Raja. O: Sovaire Sadashiv Rajendra Basuvalinga Vadian Raja. T. Pandu Jiva Bhandari.	3520

Boundaries:

North : (Nala) S. No. 171.

South : S. No. 171/1.

East : S. No. 171/1.

West : S. No. 171/4.

Total: 3520

By order and in the name of the Governor of Goa.

C. D. Gawade, Under Secretary (Revenue).

Panaji, 6th November, 2003.

Office of the Collector, North Goa District

Civil Administration Branch

Corrigendum

No. 11/3/00-CAB/SH-CAL

Read: This Office Order No. 11/3/00-CAB/SH-CAL dated 21-10-2003.

Para two of this Office Order referred to above shall be substituted with the following para:-

The existing members shall co-opt the following persons as substitute members on the Committee as some of the members of the Committee constituted under Order of the Court of Civil Judge, Sr. Division Mapusa are no longer on the Committee:-

1. Shri Vallabh Karpe.
2. Shri Gajanan L. Salgaokar.
3. Shri Gurudas D. Parulekar.
4. Shri Arjun A. Shiroadkar.

S. S. Keshkamat, Collector.

Panaji, 7th November, 2003.